Previous references.

85. Nov 05 Sl. 1 6-4-2-1-4-04

" " " " 728 " 1907

Mar-07 " 1 4 " 222-06

Oct-06 " 3-2-60-06 (Gen. Secy.)

Later references.

No: 7-27, 13 Sept 1919

File No. 157-8

Serial Nos. 2 to)

P 47 E-K

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 2 to 5 & 8

Part B. for 1 - 1-10-07

SUBJECT.

Re taking over under Govt management the village of Pattasomanahalli as an additional security for the loan granted to Krishnajammani and Siddaraya.

---

2) From the D.C. Mysore No. 446/308 & 31 10/08
Reports on the condition of the present income of Thumbunerale village and suggests that for reasons stated the village of Pattasomanahalli may, as an additional security, be taken over under Govt management.

3) To D.C. Mysore No. 7E 2716 & 16.12.08
Calls for the original or copy of the mortgage bond of Thumbunerale village.

G. R. S. 58

4) From the D.C. Mysore No. 343/Jud. 476 & 16/12/08
Solicits early orders in the matter of taking over Pattasomanahalli under Govt. manage-

5) From the D.C. Mysore M. 377/55 3.8.1.09
Submit a copy of the mortgage deed of
Munburenahalli village in the Nanjangud taluk

8) To the D.C. Mysore M. H3985 8.4.3.09
States that the taking over as Good Security
for the loan of Siddaraju, the Inam village
of Puttasomanahalli is legally inadmissible.

G.R.S. 11] 1908—9

GENERAL AND REVENUE SECRETARIAT.

(Gen. Dis.)

NOTES.

File No. 157-08

FILE HEADING.

Loan to Krishnagammani Amma on the Security of their Joint Thambuneade village.

From

No.	Dated	Received

Diary No.	Enclos.	Spare Copies.	Serial No.

BRIEF ABSTRACT OF LETTER.

NOTES AND ORDERS.

D.O.

NOTES—First sheet.

GPB.—30,000—20-3-06.

Serial No. 2

From the Deputy Commissioner Kuppam Dt
R-246/308 dy 31. October 1908 — Submits a report on the condition of the present income of the Thumbunerle Inam village on the security of which Govt granted a loan (Rs 27500) to Krishnajammanni & the late Seddaraj Urs and suggests with a view to safeguard the interests of Govt that the Inam village of Pattasomanahalli in the French Karikal Sub-Taluk and belonging to Navaraj Urs — son of the deceased Seddaraj Urs — may be taken over under Govt management.

A loan consolidated at Rs 27500/- was granted to Krishnajammanni & Seddaraj Urs on the Security of Thumbunerle village vide G.O. No 9264-5/R 7 106-98 dy 25th April 1897.

A

The loan account on the 30th June 1908. stood thus :— Rs 27500/- due towards Principal
Rs 16819-8-3 — Interest in lieu of the penal interest

Seddaraj Urs died and has been succeeded to the Estate by his son Navaraj Urs

C

From Dy Com's Letter No 187 dy the 1. Oct 1908. it will be seen That a part of the Inam village of Thumbunerle has been sold in Satisfaction of the

NOTE—Contn. sheet.

GPB—50.000—18-5-08

Serial No.

Court ~~debts~~ held by other parties against the Lands subject to the "lien of fort" in view of the "priority of fort claim over the village"

The Deputy Commissioner reports that the income of the village falls short of estimated revenue of the village ~~for timely payment~~ and is not enough to pay loans the loan and suggests that the Inam village of Pattoomanakalli belonging to Wangraj Urs may be ordered to be taken over ~~to~~ under fort management by advancing a further loan to redeem it from its present mortgagee, so that the income from these two villages may be utilised towards liquidating the fort loan; i.e. the present loan plus ~~this~~ what may be advanced now.

about a year ago Ithumagammani prayed for the same arrangement & not with standing the strong support of the Deputy Commissioner in his behalf vide his letter No. 9 L dy 13.8.1907 fort declined to accede to the request vide ~~for~~ Endt 2303/Fin 227-07 dy 14.11.1907.

D.

DE

Submitted for orders

16/11

This is a typical example of how in some cases of loans granted to encumbered Inamdars

NOTE—Contn. sheet.

GPB—50,000—13-5-08

Serial No.

The Estimates of income from the mortgaged properties formed when the loans were sanctioned have proved too sanguine. The loan of Rs 27,500 was sanctioned on 26-4-1897 & it was directed that it should be repaid" in annual instalments of Rs 2500, including interest commencing from 1-7-1897. It was confidently expected from the information regarding the income of the mortgaged Village, that the net yearly yield would not fall below Rs 2500. That Estimate has however failed totally and the Dy Commr now reports that the annual income from the Thumbnerle Village is insufficient to pay the stipulated yearly instalment and proposes to take as additional security for the loan another Village belonging to the Son of one of the two persons to whom the loan in question was originally granted. The same proposal had been made by Krishnayamanni

^ Supplied by the Dy and Survey Commrs.

GPB—50,000—13-5-08

Serial No.

the surviving debtor but the Judicial Branch considered that the proposal was legally inadmissible & orders were also issued accordingly.

The Dy Commr who had supported the said proposal ~~&~~ again recommends its adoption and considers that the bond executed by the debtors permits of Pattasomanahalli being taken as additional security & its income utilised towards the payment of the annual instalments.

Branch iii is requested to express its opinion on the recommendation of the Dy Commr, if necessary after consulting the Govt Advocate.

If there is no legal objection & the proposed arrangement is adopted immediately it is very necessary as the chances of the repayment of the loan from the annual income of the

GPB—50.000—13-5-98

Serial No.

Thumboorle Village alone are very remote. Up to the end of 1906-07 not a rupee of the loan has been repaid and it is stated that only a sum of Rs 1845 was collected during 1907-08. Vide Dy Cr's letter of 22-10-08. Why the collection is so poor even after the assumption by Govt of the management of the Village, why no amt was recovered from the debtors for nearly a decade during which the Village was under their own management & why the anticipations regarding the annual yield formed when the loan was recommended, are points on which the Dy Cr should have furnished a fuller and more definite information than his letter gives.

Mysore
25-11-08
Subd

^ have failed

To Br III.

GPB—50,000—13-5-08

Serial No.

Jmis 49

M.O. J43

Subl
SW
20/11

Forwarded unofficially to the Govt Advocate for favour of opinion on the points raised

B.S.A
H.Rajagopalachar
pr Secy to Govt
1/12/20

M.O. 22.

Ch. 11/12/20

The files forwarded do not contain the mortgage deed executed by Krishnarajammanni and the late Mr. Siddaraje Urs, but from the preamble of the document, extracted in the letter of the Deputy Commissioner, it is clear that the transaction was entered into by the late Siddaraje Urs as manager of his family and guardian of his (then minor) son, Nanjaraje Urs. - The preceeding correspondence shows that the debt in question was contracted for the purpose of discharging several anticedant debts due by him to divers - local Banks and Sowcars. In these circumstances, - the mortgage is binding on Nanjaraje Urs, unless he succeeds in proving that the debt was really contracted by his father for illegal or immoral purposes.

It has since been reported that the income of - the mortgaged village of Thambunerle, now under --- Government management is not sufficient to cover the annual instalments payable under the bond; that Nanja-Raje Urs possess another Inam village of Puttasoramahally on the security of which he has contracted --- certain

NOTE—Contn. sheet.

GPB—50,000—18-5 06

Serial No.

certain debts after he attained his majority, and that if the Government be pleased to advance a further loan to enable him to clear these debts, he is willing to mortgage both the villages for the combined debts.

The advisability of making a fresh advance to Nanjaraje Urs, depends on a consideration of the facts whether he has now any sons and whether the debts contracted by him after he attained his majority are such as are, under Hindu Law, binding on his sons, if any.

Nanjaraje Urs seems to have come of age a few years ago, and to have run into debts, the extent of which has not yet been definitely ascertained. It must, I presume, be pretty large, and is indicative of extravagance. Be this as it may; if the debts recently contracted by him be not tainted with immorality or illegality, or if he has no sons or other coparcenors who can cahllenge the debts, and if the income of the two villages be sufficient to cover the interest on the combined debts and the instalments that may be fixed, it would be advantageous to enter into the new transaction recommended by the Deputy Commissioner. This will amount to a ratification by Nanjaraje Urs of the acts of his late father and Grand-aunt in creating the mortgage of Thambunerle [illegible] his minority and will further make

im

NOTE—Contn. sheet.

GPB—50,000—18-5 06

Serial No.

him personally liable for both the debts in addition to the security of the two villages.

S. Narayanaraw
Govt Advocate

3. 12. 08.

Subd
SW
4/12 Forwarded to Br II with the opinion of the Govt Advocate

SWL 4.12.08

Subd
N.7/12

N. is to be feared we are counting without our host in this case. There is nothing in the Deputy Comrs letter to show to indicate that Ramja Raja Nan is agreeable to the proposal that Pattasomankalli should be mortgaged to Govt. The method suggested by the Dy Comr to get over the difficulty of inadequate security seems to be that it "may be taken under Govt management" Seems to be smack of force. Nt m^r Nanjaraj Urs is not willing, it does not appear how Govt can enter on Pattasomankalli.

The Govt advocate has not answered

GPB—50.000—13-5-08.

Serial No.

The asst Secy's question, whether under the terms of the bond mortgaging Tumbunirli & Vtam, the govt can attach Pattasomanhalli also, if the former should deteriorate or otherwise become inadequate as security. The preamble of the bond doubtless goes to show that the debt is binding on ~~na~~ janajathy but that is not the question now in issue. That a particular debt is binding on a person does by no means entitle the ~~debtor~~ creditor to give himself leave to enter, without the intervention of the courts, into possession of other properties belonging to the debtor.

A copy of the Tumbunirli bond has to be sent to the govt advocate and his opinion obtained as regards taking possession of Pattasomanhalli.

mk 7/12

Yes. You'll find in the State Papers where such bonds are usually kept for safe custody. Please write to the Dy Com. to send the original or a true copy of it.

mk 7/12 8

Draft submd. addressed to ~~the Asst Secy~~ the Dy Com. Mysore.

NB 8/12 Issued 14-12-08

NOTE—Contn. sheet.

GPB—50,000—13-5-08

Serial No.

3 To D.C. MySore
No: H 2716 Dt 16.12.08
Requests to forward for reference the original or a true Copy of the mortgage bond of Thumbanerle village on the security of which the loan was granted.

4 From the D.C. MySore
No: 343/L&A476 Dt 16.12.08
In Continuation of Serial 2 above States that on enquiry it is learnt that the village of Pattaswomanahalli is hypothecated for a total Sum of Rs 23,150, that as in the bond executed by Siddaraj Urs in favour of Govt the loan is said to have been raised on behalf of his son also the village may be ordered to be taken over by Govt as an additional security for the loan without actually advancing as originally proposed an amount to the extent of debts now incurred by Nanjaraj Urs, son of Siddaraj Urs on the security of the village, and as the petition received from Krishnajammanni

NOTE—Contn. sheet.

GPB—50.000—13-5-08

Serial No.

discloses that the young man is trying to encumber the estate still further Solicits early orders for the village being taken under Govt. Management. Subd for orders.

The receipt of the mortgage bond referred to in Serial 3 is awaited.

Hod. 23.12.08 mk

Please see my note of 28-11-8 Supra. As the Dy Commr. asks for the issue of early orders the case is subd. for orders. It would appear that Ramjaraj was the owner of the Pattasomanahally Village which is proposed by the Dy Commr. to be taken as additional Security for the loan granted to his father Krishnajamanamani, is contemplating further mortgaging and even the sale of the Village and hence the Dy Commr's request for early orders In his letter of 30.10.8 the Dy Commr. proposed that Pattasomanahally may be taken as additional Security for the old loan, after giving another loan for freeing it from the mortgages to which Ramjaraj

GPB—50.000—13-5-08

Serial No.

Vro has subjected it since it passed into his possession, after the discharge in full of the debt of Rs 7000 which Govt had given on the security of the village. In his present letter dy 17-12-8 the Dy Commr proposes that Pattasomanahally may be taken under Govt management as additional security for the loan borrowed from Govt by Ranjavaji Urs father and his grand-aunt, without advancing a further loan for freeing it from the encumbrances to which he has subjected it and the Dy Commr says that this step can be taken under the terms of the bond executed by the late Lingarajā Urs and Krishnaparamma in respect of the loan of Rs 29000, the repayment of which has fallen into heavy arrears. The Govt Advocate who was consulted in the matter suggested that Pattasomana-halli may be taken as additional security by advancing a

NOTE—Contn. sheet.

GPB—50.000—13-5-08

Serial No.

further loan to free it from the encumbrances created by Manjaraj Urs. No further loan is now recommended by the Dy Commr. Manjarajurs is reported to have obtained several loans aggregating Rs 23150 on the security of Pattadamanahally. If the latter can be taken as additional security for the old loan without giving another loan now, to do so, it would be most desirable in the Circs explained in my note of 28-11-08.

30.12.8

(Fmil Secy)

If the question is merely one of taking an additional village as security for the original loan without advancing a fresh loan or undertaking any add liability the Finance Deptt can purely have no objection whatever -

But if we take up the management of Pattadamanahally, what will become our position in respect of the creditors in respect of this village to the extent of Rs 23,150? Shall we be bound to pay their interest & ultimately

GPB—50,000—13-5 08

Serial No.

to repay their capital? If so, I should hesitate to do anything in a hurry i.e. before the value, income &c of Pallasamanahally have been fully & reliably ascertained & compared with the existing encumbrances on it.

The matter seems to be rather complicated. Wire to the Dy Commr regarding the agreement called for & put up complete papers to the law advisers of Govt for opinion. If the additional security, whatever may be its worth, can be had without additional liability, in the opinion of the legal advisers, we shall have it. But if we have to undertake any liabilities for the new security an accurate statement showing the extent of the liabilities & the value of the additional security should be prepared & put up for orders.

1/1/09

Please write to the Dy Commr for the agreement. 1-1-9

GPB—50,000—13-5-08

Serial No.

[illegible]
Submitted.
29/1/09

There is no authority, as there could be none, to take possession of Pattasomanahalli also. Perhaps the statement in the deed, agreeing to repay the principal and interest out of the income of the land mortgaged as well as of other properties, has misled the Deputy Comr. B. III may be consulted.

mk
9/1

To Branch III for favour of opinion

mk
9-1-9

Rec'd 11/1/09

Subd. for orders.

HV
11/1/09

I understand from the Deputy Commissioner's letter that he proposes to take over management of the village of Puttalomanahally. This could only be done either with the Consent of the proprietor viz Vanjetaje Urs or by proceeding legally to recover the debt out of that village. The mortgage bond executed by the late Siddaraje Urs and Krishnajammanni

Note—Contn. sheet.

GPB—50,000—13-5-08

Serial No.

makes distinct provision for the debt being recovered out of the other property of the debtors. Putta Somanahally village owned therefore be properly liable for the claim of the Government.

But such claim can only be enforced legally. In the absence of a special contract with the proprietor, it is not clear under what authority Government can summarily take possession of an Estate which is not even mortgaged to them. The papers connected with the grant of the loan are not in the file and I am not sure under what ~~Conditions~~ circumstances the loan was advanced by Government. It is worthy of investigation whether the loan was advanced under circumstances such as would justify its recovery as an arrear of land revenue.

In the file as it is, there is nothing to indicate that such a procedure is justifiable. We have therefore to assume that the remedies open to Government are those of an ordinary creditor. If so, Putta Somanhally village can be taken possession of

If it is an ordinary loan just as any other private loan legal remedies

Where seems to be no such provision under I.C. 119

NOTE—Contn. sheet.

Serial No.

by Government only through legal proceedings, unless, as already stated the proprietor is willing to ~~surrender to~~ Sth Sachar Comas Sth surrender possession himself.

It has further to be remembered that Pullesamanahally village is already heavily encumbered. If the Creditors should file Suits for the recovery of their monies, the possession of Government is liable to be ousted in Execution of their decrees. It has further to be made clear whether any of the Creditors are entitled to possession already under the terms of their bonds. If there are any such, management by Government is risky, as they will have to be accountable to the mortgagees for profits.

The Deputy Commissioner's letter leaves the impression that Nanjaraj Urs is not over anxious to surrender possession of the village to the Government. If so, the safest course for Government to adopt is to prevail upon him to give a hypothecation (Bond) of the village as additional Security for the original loan. If even that is impossible steps should be taken to attach the village

NOTE—Contn. sheet.

Serial No.

by adopting proceedings to recover the loan already advanced. This is necessary because Government have no lien* now over Ratta Somanahally village.

Ratta Somanahally

As regards the position of Government relatively to the other Creditors, there it is to be observed that Government can not claim priority over the bonafide Creditors who have already secured a lien over the village

village is no doubt liable to the claim but Govt have no prior lien now SBB

11th Jan. 09. S Shivayanaiya

Subo

mr 11/1 Under the circumstances, the best course seems to be to proceed to realise the mortgage amount by a Suit. Of course, no additional loan can be granted as it will be simply throwing away good money after bad.

mr 11/1

on a further reading of the bond it appears doubtful whether even a Suit for the recovery of the mortgage debt will lie. The Deed is badly drawn up. no doubt there is a Covenant to repay the Debt in instalments, but in Case of

NOTE—Contn. sheet.

Serial No.

default the remedy given to the mortgagee is to enter into possession of the mortgaged properties and recover the same after paying himself the loan with interest out of their income. It is doubtful therefore if the remedy of recovering the debt by means of a suit is open to him.

The file may be sent to Br. III and the Govt. advocate and the latter asked to advise how to proceed in the matter.

No 76 85 dy 15-1-09

1 file
& 5 collections

Forwarded to the Govt Advocate for favour of opinion

for Asst Secy
12.1.09

No: 26 dated 18-1-09.

Rd 18/1/09

The proposal made by the Deputy Commissioner in his letter dated 30-10-1908, was in these terms:-

" that by way of additional security for the loan:--- granted on the security of Thambunerle village and --- also by way of making the liability of Nanjaraja Urs to the loan clearer, the village of the above named Nanjaraja Urs

NOTE—Contn. sheet.

GPB—50.000—13-5-08

Serial No.

Nanjaraja Urs, viz., Puttasamanahally in the French-Rocks Sub Taluk, may be taken under Government management. Should this proposal meet with the approval of Government, an additional loan, the exact amount of - which will be duly ascertained and reported, will --- have to be advanced to discharge the encumbrance at present existing in respect of this village, and I -- may be permitted to assure Government that the revenue of this village and of Thambunerle village will more than cover the interest and instalments due on the two loans etc". I understand this to mean that a fresh - mortgage is to come into existance under which the - Government are to take possession of the two villages as usufructuary mortgagees for a consolidated debt -- composing of that due under the old mortgage deed and the amount to be advanced under the present arrangement. It was on the merits of this proposal that I -- expressed my opinion on the 3rd December last, observing at the same time that the file forwarded did --- not contain the mortgage deed of Thambunerle village. The Deputy Commissioner in his letter dated 16-12-08, modified his proposal by omitting his recommendation as to the advance of a further loan, and forwarded a copy of the mortgage deed with his letter of the 7th Inasant.

2. The terms of the mortgage deed do not confer on the mortgagee (the Government) any right whatever

GPB—50.000—18-5-08

Serial No.

whatever in respect of any other property of the mortgagors than Thambunerle village, which the --- Government have already taken possession of. If the modified proposal of the Deputy Commissioner be that the -- Government should take possession of Pattasamanahally village without the consent of Nanjaraje Urs, the owner threof, it does not require a moment's thought to say that it is perfectly illegal and high handed to do so.

3. If Nanjaraje Urs be now willing to hand over Puttasamanahally to Government as an additional -- security for the debt due under the mortgage bond, he can only do so subject to the four mortgages -- which he is said to have created in favour of third parties to the aggregate sum of about Rs.23050/- and the interest due thereon. The Government will then be the 5th mortgagee of this property and no advantage will be gained by this arrangement, unless the property, on being sold fetches an amount sufficient to pay off the previous encumbrances and leave some surplus available for appropriation towards the debt due to Government. It is not likely that Nanjaraje Urs will consent to hand over this property to Government as an additional security for the reasons mentioned in the succeeding paragraphs.

4. The mortgage deed provides that the mortgagors are to remain in possession and pay annually Rs.2500/-

GPB—50.000—13-5-08

Serial No.

which amount should first be appropriated towards the interest on the debt at 5% and the balance for the reduction of the principal. If default be made in the regular payment of the instalments the mortgagers undertake to pay over due interest @ 12% .... If the document had stopped there, the Government would be entitled to sue for the recovery of the instalments that fell due and bring to sale not only the mortgaged property but also the other property of the mortgagers on the above named personal undertaking of the mortgagers. But, the document proceeds further and says that if the mortgagers fail to pay any one of the instalments on the due date " the mortgagee may take possession of the property and restore the same to the mortgagers when the debt is fully discharged" (evidently, from the income of the village). The mortgagers made no payment in pursuance of their undertaking for a period of 8 years, i.e. from May 1897, the date of bond, till May 1905. It was then open to Government to have waived their right to enter on the property and to have sued for the instalments that had become due as stated above. But the Government elected to take possesssion of the property in May 1905, under the last mentioned clause and has continued to be in possession ever since. By this act of Government, what was a simple mortgage at the commencement was converted into a ....

NOTE—Contn. sheet.

GPB—50,000—13-5-08

Serial No.

usufructuary mortgage on the conditions that the mortgagee shall apply the income of the mortgaged property towards the liquidation of the interest and principal due under the bond and that the possession of the mortgagee shall continue till the whole debt is thus discharged. There is now no personal undertaking on the part of the mortgagers to repay the amount and redeem the property. In these circumstances no suit lies for the recovery of the money, unles it can be shown that subsequent to the usufructuary mortgage, the security became insufficient owing to partial destruction thereof or any other similar cause. It is not alleged that any such cause exists, but what did really happen in this case was, that the income of the village was over estimated by the Officers concerned when the mortgage was taken.

5. It follows from what has been said above, that Nanjaraje Urs cannot be called upon to hand over Puttasamanahally as an additional security.

6. The only course now open to Government is to continue to remain in possession of the village mortgaged (vide the Full Bench decision in XXI Mad: 476).

S. Narayana Rao
Govt advocate

18.1.09.
Submitted
18/1/09

18/1

NOTE—Contn. sheet.

G.P.S.—50,000—13-5-08

G. R. S. 12]
General and Revenue Secretariat.

File No. 57 of 1908

Serial No.	
	In the above circumstances the Dy Commrs proposal is not admissible according to law and he may be informed accordingly.
	Fin Secy Dewan 11627/21.10.9
	Mch 19.1.9 BR 21/1/9 Mr 22-1-9 Draft Mch 21.1.9
	Draft Submitted N 24/2 Done Mch 1.3.9
8	FC 3985 Dy 4-3-09 From the FA Secy stating that the taking as addl Security for the loan of Siddarajurs, the Inam village of Puttisomanahalli in Tumkur is legally inadmissible.

NOTE—Contn sheet.

GPS—50 000—17-3-07

S/1504

E & S/11

1908-09 (2) 157-08

From

The Deputy Commissioner
Mysore District

To

The Secretary to the Govt
of Mysore, Genl &
Rev & Agl
Dated [illegible] } & Colonization
Despatched } Bangalore
Received }

General No. 2466.

Lett No. 308

Enclosure No 1

Submitting
report in re the
encumbered Inam
Lands Siddanahalli
and Venkatapuram
Agrahara for orders
with the Petitioner
in re the Lease &

No.
Enc. No.

OFFICE OF THE Deputy Commissioner

MYSORE DISTRICT,

Dated Mysore Camp 30 - October 1908.

To
R. Chandrasekhara Iyer Esq, B.A., B.L.,

SECRETARY TO THE GOVERNMENT
OF HIS HIGHNESS THE MAHARAJA OF MYSORE,
GENERAL AND REVENUE DEPARTMENTS.

Sir,

I have the honor to invite Your reference to the particulars shown against the encumbered Inamdars, Siddarajiahs and Krishnajammanni in the Statement of Inam villages of this District for the year 1907-08 submitted to Government with my letter No. 225 / 2+A. 254 dated 23rd instant, and to state that net revenues of the Inam village of Thumbinerle in the Bangarpet Taluk, on the mortgage of which the Government have granted a loan of Rs: 29000/- under the scheme for the relief of the encumbered Inamdars, come to Rs: 1845-10-6 or Rs: 655/- less than the annual instalment prescribed in Government order No. 9264-65 / R.F. 106-98 dated 25th April 1897.

2. Since the grant of the loan nothing has

has been paid by or recovered from the parties either towards the loan or for Government dues. On the complaint of some of the ryots, it was ascertained that the revenue arrears in respect of this village had greatly accumulated as also the arrears of instalments of loan and as it was then thought that the sale of the village for default of Government revenue would result in unnecessary complications, the taking over of this village under Government management was considered the best course to be adopted under the circumstances.

B According ly recommendation was made to Government and orders obtained thereon vide Government order, No 7L 7853-4 dated 18th May 1905. GL 7L-274-04-6

The village, since then, continues to be under Government management. By this means the revenue arrears are being gradually realized and the surplus collections credited towards the loan. The highest amount, that was available towards

the

the discharge of the loan from the time the village was taken under Government management, was only during the year 1907-08, and even this year's amount has fallen short of the prescribed instalment to a considerable extent. It is now a question for serious consideration as to how long the Government loan can be allowed to remain unpaid in this manner and what steps should be taken to safeguard the Government interest.

I, therefore, issued notice to Krishnajammani, the other joint holder being dead, calling upon her to explain as to how she proposes to meet the balance of instalments not covered by the revenue collections and the reply received from her is submitted herewith in original. In this, she says that, according to the terms of the bond and also as per statements given by Siddarajiers before the Deputy Commissioner there is provision made for the recovery of the deficit balance

of

of instalment and that, if these terms were enforced, the Inam village of Pattamaamanikalli in the Perungapotam taluk would be liable to come under Government management and the Government loan could then be easily recovered.

On referring to the papers available on the subject in my office, it is learnt that two different loans during an interval of only three years were granted by Government to the same individual Poobathirama Siddarajiars. One of Rs: 7000/- on behalf of his minor son Ramjaraj Urs in 1894 on the security of Pattamaamanikalli village and the other of Rs: 29000/- on the joint liability of himself and Krishnajammanni in 1897 on the security of Thumbumerle village. The former village was redeemed only a few years back after repaying the full amount of loan with interest thereon and I learn that the said village is again re-mortgaged to a different person. In the bond

respecting

respecting the loan of Rs:29000/- the loan is stated to have been borrowed for the benefit of the then minor, now major Ramjaraj Urs also, the Kuandar of Pattasumamanhalli. In this bond, the parties style themselves as follows:-

"[illegible]"

From the above preamble it is clear that Ramjaraj Urs is equally responsible with Krishnajammanni for the repayment of the loan with interest, as per terms of the bond seeing that the debts were incurred by the guardian of the minor only to pay off the ancestral liabilities.

Under

Under these circumstances, I beg to propose that, by way of additional security for the loan granted on the security of Thumbuneerle village and also by way of making the liability of Panjareiters to this loan clearer, the village of the above named Panjareiters viz: Pattasuna-manakelli in the French Rocks sub-taluk, may be taken under Government management. Should this proposal meet with the approval of Government, an additional loan, the exact amount of which will be duly ascertained and reported, will have to be advanced to discharge the encumbrance at present existing in respect of this village; and I may be permitted to assure Government that the revenues of this village and of the Thumbuneerle village will more than cover the interest and instalments due on the two loans. I have pressed the matter to the notice

ratio of Government with a view to safeguard the interests of Government especially when they have sanctioned a loan of Rs: 29000/- on the security of a village, the revenues of which are not quite sufficient to pay the stipulated instalments and interest

I have the honor to be Sir,
Your most obedient Servant

Deputy Commissioner
Mysore District

Loan Ltr
29/9

16/10

Refund

G.R.S. 26]

File No. 15
Serial No. 3

Diary No. of letter replied to 1504

No. H 2716
dt 16-12-08

General and Revenue Secretariat

(Jeypore)
the 190

To
(1) The Officer in charge of the Rajah's Treasury
(2) The Deputy Collector Nowrangapore.

Date of issue 16th Dec 1908

Signed by [illegible]

Sri. With reference to your letter No 2716 dt 3-11-08 I am directed to request you to be so good as to forward to this office the original mortgage bond of Thumbunda village executed by the Rajah of Jeypore as security for the loan sanctioned in Proceedings No 17220-1/Rev 445 dt 3.4.1895 & 17264-65/97-106-96 dt 25-4-1897 sanctioned to Kotia Mandal. over.

SUBJECT.

(c)

Sivaraj Ms & Krishnajiamma,
if they should be detained
in the Treasury for safe custody

Please etc.

Mr Hennessy 14.12.

List of enclosures.

Copied by

Examined by

MGCPB—30,000—16-2-05

I 4/11/12 62124

1908-09 Pur 24

(4)

Pur Fin 157-08

From

The Secretary to the Commissioner Mysore District

To

The Secretary to the Govt of Mysore Govt + Rev. Dept

Dated 16th December 1908

Despatched 17-3

Received

General No. 3Re 3

L+A No. 476

Enclosure No. 2

Submitting herewith Petition from Kuntinajanmanni Naam Mandar of Patabomanahalli praying that the Patabomanahalli village may be ordered to be taken over under the Government management and soliciting early orders thereon

—

12

No.
Enc. No.

OFFICE OF THE Deputy Commissioner
MYSORE DISTRICT,
Dated Mysore Camp 16th December 1908.

To
K. S. Chandrasekhara Iyer Esq., B. A. B. L.
SECRETARY TO THE GOVERNMENT
OF HIS HIGHNESS THE MAHARAJA OF MYSORE.
GENERAL AND REVENUE DEPARTMENTS.

Sir,

In continuation of my letter no 246 / L+A 308 dated 31st October 1908. re the taking over of the village of Pattadwaramanhalli under Government management as an additional security for the loan granted to Siddaraj Urs + Krishnajammanni, I have the honour to state that on enquiry in the District Registrar's Office Mysore, it is learnt that the village is hypothecated for a total sum of Rs 23150 as per details furnished in the accompanying statement.

As in the bond executed by Siddaraj Urs in favour of Government, the loan is said to have been raised on behalf

behalf of his son also, the village may be ordered to be taken over by Government as an additional security for the loan without actually advancing as originally proposed an amount to the extent of debts now incurred by Ranjaraj Urs son of Siddaraj Urs on the security of the village.

As the accompanying petition received from Krishnajammani discloses that the young man is trying to encumber the estate still further, early orders are solicited for the village being taken under Government management.

I have the honour to be
Sir
Your Most obedient Servant

Deputy Commissioner
Mysore District.

Regn. 60] ಶೆಲಲಿಂಗಪ್ಪನವರ ಶಿವಲಿಂಗಪ್ಪ. ಶೆಲವಾಡಗಿ ಗ್ರಾಮದ ಮತ್ತು ಸಬ್ MYSORE REGIST

ಇಂಪೆಕ್ಷನ್ ಬುಕ್ಕಿನ ನಂಬರು ... ತಿನಕಿ ಸ್ಪೆಷಲ್ ಇ-ಪೆಕ್ಷನ್ ಅಂದರೆ ಜಿಂದಗಿಯ

ಜಿಲ್ಲೆಗೆ ಇರುವ ಗ್ರಾಮದ ಪೂರಾ ಸ್ಥಳದ ಮತ್ತು ಸಬ್ ರಿಜಿಸ್ಟ್ರಿಕ್ಸಿನ ಹೆಸರುಗಳು	ಜಿಂದಗಿಯ ಹೆಸರು ಪ.ತು ವಿವರ	ಫೀಸು ಕಟ್ಟಿದ್ದು	ದಸ್ತಾವೇಜಿನ ತಾರೀಖು	ಆ ದಸ್ತಾವೇಜನ್ನು ರಿಜಿಸ್ಟ್ರೇಷನ್ ಬಗ್ಗೆ ಹಾಜರ್ ಮಾಡಿದ ತಾರೀಖು	ಆ ದಸ್ತಾವೇಜನ್ನು ಬಿಡಿಸಿಕೊಂಡು ಹೋದ ತಾರೀಖು	ಪೈನಲ್.ಕ
ಶಿರಬೆಸೂರಿಲಕ್ಷ್ಮಿ ಹುಣಸೆಕಲ್ಲ ತಂದೆ ನ.ಪಿಂ ಶೆಲವಾಡಗಿ ಲೇಔಟಿನಲ್ಲಿ ಗ್ರಾಮದ ಸೈ ನಂ. ಅ		20-00	19-7-06	23-7-06	23-7-06	ಆಫೀಸ್
ಡಿಲೆವಿಂಗ	ಡೀಡ್ ಆಫ್ ಸೆಟ್ಲ್‌ಮೆಂಟ್	30-00	2-4-06	14-4-06	14-4-06	ಆಫೀಸ್
ಡಿಲೆವಿಂಗ	ಡೀಡ್ ಆಫ್ ಸೆಟ್ಲ್‌ಮೆಂಟ್	30-00	25-9-07	27-9-07	27-9-07	ಆಫೀಸ್
ಡಿಲೆವಿಂಗ	ಡೀಡ್ ಆಫ್ ಸೆಟ್ಲ್‌ಮೆಂಟ್	100-00	3-12-06	4-12-06	4-12-06	ಆಫೀಸ್
ಡಿಲೆವಿಂಗ	ಡೀಡ್ ಆಫ್ ಸೆಟ್ಲ್‌ಮೆಂಟ್	30-00	24-6-08	25-6-08	25-6-08	ಆಫೀಸ್

ಶ೦/೭ ಡಿ೦ಆಲ/1908

ION DEPARTMENT.

ವಿವರವಿ ಅಕ್ಷರಗಳುಳ್ಳ ಸೂಚಕಾ ೧, ೩, ೮, ೫, ಈ ರಿಜಿಸ್ಟರ್ ಬುಕ್ಕುಗಳಲ್ಲಿ ಬರೆಯಬೇಕು.

ಜಮೀನು ಮತ್ತು ಕಿಮ್ಮತ್ತು	ಕೆಳುವವರ ಹೆಸರು ಮತ್ತು ತಂದೆಯ ಹೆಸರುಗಳು ಮತ್ತು ಅಪ್ಪೀಲ್ ಪಾರ್ಟಿಯವರ ಹೆಸರುಗಳು	ಆಯಾಯ ದಾವಾ ವೇಜಿನ ಪ್ರಕಾರ ದಾವಾ ಮಾಡುವ ಜನರ ಹೆಸರುಗಳು ಮತ್ತು ಪ್ರತಿವಾದಿಗಳ ಮತ್ತು ಅಪ್ಪೀಲ್ ಪ್ರತಿವಾದಿಗಳ ಹೆಸರುಗಳು	ಆ ದಾವಾ ವೇಜಿನ ರಿಜಿಸ್ಟರ್ ಗತ್ತಿನ ಬುಕ್ಕಿನ ಗತ್ತಿ	ನಾಲ್ಕುಂಡಿ ಅದರ ಸಂಖ್ಯೆ ಪುಟದ ನಂಬರು	ಪೈಪ್ ಅಂದರೆ ಪುಟದ ನಂಬರು	ದಾವಾ ವೇಜಿನ ನಂಬರು
400-00 ರೂ.	ಸಂಪಿಗೆಹಳ್ಳಿ	ಆಯಾ ಸಂಪಿಗೆಹಳ್ಳಿ	1	179	184 187	92
ಶಿವಪ್ಪಹಳ್ಳಿಗ್ರಾಮ. 659 ಎಕ್ರೆ 29					2348	2-9 ಉಳ್ಳದ್ದು
6000-00 ರೂ.	ಹೆಸರೂರು	ಹೆಸರೂರು	1	VI	228 231	14
			1	182	168 169	457
			ಕಳಿ 1	6	90	
4000-00 ರೂ.	ಹೆಸರೂರು	ಅಂಚೆಪಾಳ್ಯ	1	190	338 341	369
6000-00 ರೂ.	ಹೆಸರೂರು	ಆಯಾ ಸಂಪಿಗೆಹಳ್ಳಿ	1	181	414 417	588
5750-00 ರೂ.	ಹೆಸರೂರು	ಅಂಚೆಪಾಳ್ಯ	1	198	194 197	1640

S. Narasimhiengar

ಸಹಾಯಕ ಕಮಿಷನರ್

bgm—15196-9-5-07

15

[illegible] 21

[illegible] 5642

[illegible]

[illegible]

Loan Nott
8/12

[illegible]

[illegible] 40000 [illegible]

[illegible]

[illegible]

2-12-1908 [illegible]

1908-09

From

The Commissioner
Mysore District
&
Chief Secretary to the Govt
of Mysore
Financial Dept.

To

Dated 7th

Despatched 3 January 1909

Received

General No. 377

LR No. 533.

Enclosure No. 1

Submitting
herewith the Abstract
the monthly
of Inhumane deaths
-ses in the Mysore
-ged Districts

No.
Enc. No.

OFFICE OF THE Deputy Commissioner

MYSORE DISTRICT,

Dated Mysore Camp 7th January 1909.

To

J. S. Chakravarti Esq., M.A., F.R.A.S., F.S.A.

SECRETARY TO THE GOVERNMENT

OF HIS HIGHNESS THE MAHARAJA OF MYSORE,

Financial

GENERAL AND REVENUE DEPARTMENTS.

Sir,

As called for in your letter no 7l 2716-Gl-7in 157-08 dated 16th December 1908 and subsequent telegram dated 4th instant I have the honor to forward an authenticated copy of the mortgage bond of Tumbemarle village in the Nanjengud Taluk on the security of which the Government have granted a loan to Siddaraj Urs & Krishnajammanni and to state that the original bond referred to in the latter document is not forthcoming either in this office records or along with this bond in the Treasury Safe Custody.

I have the honor to be
Sir
Your most obedient servant,

W. C. Engle

Deputy Commissioner
Mysore District

Cehpg Jumbunala Village mortgage deed
prepared under Financial Secretary's letter
No: FL 2716 - FC No 15 [illegible] dt 16th December [illegible]

[illegible] - [illegible] - [illegible]
[illegible] - [illegible] - [illegible]
[illegible] - [illegible] - [illegible]
[illegible] - [illegible] - [illegible]
[illegible] - [illegible] - [illegible]
[illegible] - [illegible] - [illegible]
[illegible] - [illegible] - [illegible]

sd/. M. Sidda Rajurs
Mysore.

Sd/ M. Sidda Rajurs, father and guardian
for his minor son K. S.
Ranja Rajurs, Mysore

Sd/- [illegible]
[illegible]

Sd/- [illegible]

True copy

[illegible]

G.R.S. 26]

File No. 457
Serial No.

Diary No. of letter replied to 2308

No. H 3985

From Asst Secy 4-3-09

General and Revenue Secretariat

(95)

, *the* 190 .

To

The Deputy Commissioner
Mysore Dt

Date of issue 4 March 09

Signed by [illegible] Sir

Adverting to your letter No. 246/308 of 31st Oct 1908 and subsequent correspondence ending with his No. 322/553 of 7-1-09 ~~on the subject of the present~~ regarding the ~~Conditions & incomes of the Kuruba~~ loan granted on the security of the ~~village of~~ Thumbnule village ~~hypothecated to get for the loan~~ ~~advanced to Kuruba jamanaru of the late Siddaraje Urs~~, I am directed to state that your proposal to take ~~over charge~~ as additional Security for the said loan ~~for management the loan~~ the Inam village of Pattanahalli in the

of the late Kenchegowda
the late Siddaraja Urs

over.

SUBJECT.

MS/S 3/3

2

Y
Le French Rocks Sub-Taluk
belonging to Nanjaraj Urs
Son of the deceased Siddaraj Urs
~~as an additional security~~
~~towards Suspending his interest~~
~~appeal~~ is ~~legally~~ not admissible
according to law. ~~& cannot~~
~~therefore be allowed~~.

I have etc

Mysore 1.3.9
for H Siddaiah

md 2412

List of enclosures.

Copied by

Examined by

MGCPB—30,000—16-2-05